

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number

00099902-0050

PAGE 1 OF

2. Contract No.

3. Award/Effective Date

Sep 24, 2002

4. Order Number

CPSC-S-02-1432

5. Solicitation Number

6. Solicitation Issue Date

7. For Solicitation
Information Call:a. Name PETER J NERRET
pnerret@cpsc.govb. Telephone Number (No collect calls)
(301) 504-0444

8. Offer Due Date/Local Time

9. Issued By

Code CPSC

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

10. This Acquisition is

☐ Unrestricted
☐ Set-Aside % for☐ Small Business
☐ HubZone Small Business☐ 8(A)

NAICS:

Size Standard:

11. Delivery for FOB Destination Unless
Block is Marked.☐ See Schedule

12. Discount Terms

Discount: 0%

Net due: 30

13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation

☐ RFQ☐ IFB☐ RFP

15. Deliver To

Code ADMS999

CONSUMER PRODUCT SAFETY COMM.
ADMINISTRATION SERVICES BRANCH
4330 EAST WEST HIGHWAY, ROOM 520
BETHESDA, MD 20814-4408

16. Administered By

PETER J NERRET
(301) 504-0444 EXT. 1150

Code PJN

17a. Contractor/Offeror

Code 00011022 Facility Code

FEDERAL GOVERNMENT WESTLAW
P.O. BOX 64833
SUITE 520
ST. PAUL MN 55164-

Telephone No.

TIN:

18a. Payment Will Be Made By

Code PAYMENT

CONSUMER PRODUCT SAFETY COMM
ACCT OFFICER DIV OF FIN MGMT ROOM 522
WASHINGTON, DC 20207
(301) 504-0018

17b. Check if Remittance is Different and Put Such Address in Offer.

☐

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.

☒

See Addendum.

19.
ITEM NO.20.
SCHEDULE OF SUPPLIES/SERVICES21.
QUANTITY22.
UNIT23.
UNIT PRICE24.
AMOUNT

SEE PAGE 2

25. Accounting and Appropriation Data

02 CC AD 1300 99939 261j

26. Total Award Amount (For Govt. Use Only)

US 13,242.84

☐ 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda ☐ are ☐ are not attached☐ 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda ☒ are ☐ are not attached☐ 28. Contractor is required to sign this document and return _____ copies to _____
Issuing Office. Contractor agrees to furnish and deliver all items set forth or
otherwise identified above and on any additional sheets subject to the terms and
conditions specified herein.☒ 29. Award of Contract: Reference _____ Offer
Dated _____ Your offer on Solicitation (Block 5), including
any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor

31a. United States of America (Signature of Contracting Officer)

30b. Name and Title of Signer (Type or Print)

30c. Date Signed

31b. Name of Contracting Officer (Type or Print)

DONNA HUTTON

dhutton@cpsc.gov

31c. Date Signed

32a. Quantity in Column 21 Has Been

☐ Received☐ Inspected☐ Accepted, and Conforms to the Contract, Except as Noted: _____

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number

34. Voucher Number

35. Amount Verified Correct
For

36. Payment

☐ Complete☐ Partial☐ Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

42a. Received By (Print)

41b. Signature and Title of Certifying Officer

41c. Date

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	THE CONTRACTOR SHALL PROVIDE THE FOLLOWING PUBLICATIONS TO UPDATE THE CPSC LAW LIBRARY COLLECTION.				
0001	Federal Supplement (Volumes 920 - 964)	1	EA	330.00	330.00
0002	Federal Supplements 2nd (56 - 103)	1	EA	2,256.00	2,256.00
0003	Federal Practice Digest 4th (New Set)	1	EA	2,817.90	2,817.90
0004	Federal Supplements 2nd (Subscription 2002) (#104- end of year)	1	SU	2,284.80	2,284.80
0005	Federal Reporter 3rd (32 books)(Volumes 181 - 212)	1	EA	1,638.40	1,638.40
0006	Federal Reporter 3rd (Subscription 2002)	1	SU	1,887.69	1,887.69
0007	Supreme Court Reporter (8 books)	1	EA	440.00	440.00
0008	Supreme Court Reporter (Subscription 2002)	1	SU	257.55	257.55
0009	United States Code & Administrative News (since 1997)(21 Books)	1	EA	1,045.50	1,045.50
0010	United States Code & Administrative News (Subscription 2002)	1	SU	285.00	285.00

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: (1) 52.222-3, Convict Labor (E.O. 11755). (2) 52.233-3, Protest after Award (31 U.S.C. 3553). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- ☐ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☐ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

☒ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law. (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components- (1) 52.222-26, Equal Opportunity (E.O. 11246); (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212); (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.). (End of clause)

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1. 52.0000-4004B CONTRACTOR'S NOTE

1. 52.0000-4004B CONTRACTOR'S NOTE I. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN)
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 3 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. Other substantiating documentation or information as specified in the contract or purchase order.
9. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer, Div. of Financial Services, Room 522
U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor. II. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows: When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer on (301) 504-0018 at the following address:

Accounting Officer, Div. of Financial Services,
Room 522
U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above). III. ALL OTHER INFORMATION

RELATING TO THE PURCHASE ORDER

Contact: PETER J. NERRET, SR. Telephone (301) 504-0444, EXT. 1150

IV. RECEIVING REPORTS FOR SMALL PURCHASES (OPTIONAL FORM 347 BACK)
PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The accompanying Receiving Report (Optional Form 347 BACK), provided with the copy of your executed Purchase Order (Optional Form 347), must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item

should be inspected, accepted (partial or final) or rejected. The Receiving Report must be appropriately completed, signed and dated by the authorized receiving official.

In addition, column (G), Quantity Accepted, on the Purchase Order, must be completed. Upon completion, the original copy of the Receiving Report and a copy of the Purchase Order must be immediately forwarded to the Division of Financial Services so that payment can be processed pursuant to the Prompt Payment Act. Additional copies should be made and retained consistent with local office procedures. V.

PROPERTY/EQUIPMENT PURCHASES

In the case of Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Receiving Report and a copy of the Purchase Order must also be immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Administrative Services Branch (Room 520). The transmittal of Receiving Reports and Purchase Order copies to the Property Management Officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

2. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Feb 2002)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-V33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-- Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the

percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)